



**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**  
**HEADLAND, SADA – 403804 GOA**

**TENDER NOTICE NO.CE/ N- 31 /2011**

Sealed tenders are invited on behalf of the Board of Trustees of the Port of Mormugao from the reputed firms/companies such as Hospitals, nursing Schools , paramedical Service providers, Health care service providers etc for licensing area of 1052 m2 for (1) Running Hospitals (2) Running Nursing Teaching Institutes (3) providing Paramedical Services (4)Such Hospital Related Activities etc. in the MPT Hospital at Headland Sada” on leave and license basis:

Sr. No.	Description	Cost of tender document (non-refundable)	Earnest Money Deposit	Term	Date of Sale of tender documents From/To
					Scheduled Date of Receipt /Opening of Tender
1	Tender No. CE/ 37 /2011 Licensing of area of 1052 m2 area on 1 <sup>st</sup> floor MPT Hospital at Headland Sada Area:	Rs. 2,000/-	Rs.50000/-	5 Years renewable for a further One term of 5 years at the discretion of MPT.	19.08.11 To 07.09.11 08.09.2011 Up to 15.00 hrs 08.09.2011 At 15.30 hrs.

**N.B.**

1. Tender documents can be purchased at the office of the Chief Engineer, Mormugao Port Trust at Headland, Sada, Goa after producing evidence of payment towards purchase of tender document at the cash counter of Mormugao Port Trust on all working days.

2. Tenders duly superscribed with name of the work, duly completed and sealed will be received upto 15.00 hrs. in the office of the Engineering (Civil Department) on the due date and will be opened on the same day at 15.30 hrs. in the office of the Engineering (Civil) Department, Mormugao Port Trust, Headland, Sada.
3. Tender documents will not be sent by Post or Courier Service.
4. The tender documents can also be down loaded from the Port's web site i. e. [www.mptgoa.com](http://www.mptgoa.com). The cost for tender document of Rs 2,000/- should be paid separately vide DD of any Scheduled Bank in favour of “ **FA & CAO, Mormugao Port Trust**” payable at Goa. It should not be merged with Earnest money deposit.
5. Right to reject any or all tenders without assigning any reasons thereof, are reserved.
6. Conditional tenders are liable to be rejected.
7. The tenders will be opened on the same day as specified above in the presence of Bidders who may wish to remain present. Tenders received late will not be accepted under any circumstances.
8. Further particulars can be had from the office of the undersigned at Mormugao Port Trust, Headland Sada, Goa – 403 804.

**DY. CHIEF ENGINEER**

Headland Sada, Goa.

Date :



**MORMUGAO PORT TRUST  
ENGINEERING (CIVIL) DEPARTMENT**

**FORM OF TENDER**

**EXECUTIVE ENGINEER(ESTATE)  
Mormugao Port Trust,  
HEADLAND – SADA, GOA.**

Having examined the building premises and understood the scope and tenure of the lease and read the Tender Notice, terms and Conditions of license. I/we, the undersigned, hereby tender for the “Licenseing area of 1052 m2 on the first floor of MPT Hospital at Headland Sada” on as is where is basis, specified in the underwritten memorandum, within the time specified therein, at the rate specified in the schedule attached hereto and in accordance, in all respects, etc.

**MEMORANDUM**

**(a)Name of Work: Licensing of area admeasuring 1052 m2 of MPT Hospital at Headland Sada.**

**b) Earnest Money Deposit: Rs. 50000/- (Rupees Fifty Thousand Only)**

**c) Security Deposit: Amount equivalent to 12 months license fee.**

- 1) Entire Security Deposit Amount to be paid in Demand draft or in the form of a Bank Guarantee from the Scheduled banks at the time of acceptance of the tender. Bank Guarantee shall be valid for the entire period of License.
- 2) Earnest Money Deposit (EMD) of all the bidder except for highest two bidders shall be refunded within a weeks time. EMD of the second highest bidder will be refunded after the acceptance of the successful bidder. Whereas EMD of the successful bidder will be refunded only after signing of the license Agreement.

**d) Term :** 5 Years from date of handing over with a provision of renewable clause for a further period of 5 Years on receipt of 1 months prior notice from the successful Bidder, at the discretion of MPT. Each renewal of license shall be treated as a fresh license.

This shall not be deemed to be a long lease or any commitment for not taking action on account of any breach / requirement of the MPT at any time.

Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and conditions of the said tender annexed hereto, so far as applicable or in default thereof, to forfeit and pay the Board of Trustees and/or its assignees, the sum of money mentioned in the said conditions or in default thereof earnest money deposited by me/us. This tender together with all the written correspondence along with your written acceptance and acceptance of the offer shall constitute a binding contract between us.

I/we undertake, if our tender is accepted, to execute the License Agreement after completion of required formalities. I/we undertake, to submit Bank Guarantee towards Security Deposit within 7 days from the date of acceptance of the order.

A sum of **Rs. 50,000/-** has been deposited by me/us with the Financial Adviser and Chief Accounts Officer of Mormugao Port Trust as Earnest Money, the full value of which is to be absolutely forfeited to the Board of Trustees without prejudice to any other rights or remedies of the said Board, should I/we fail to submit Bank Guarantee towards Security Deposit specified in the above mentioned memorandum, otherwise the said sum of **Rs. 50,000/-** shall be detained by the Port Trust as a part of the Security Deposit as aforesaid.

I/we agree to abide by this tender to be valid for a period of 120 days from the date fixed for receiving the same and it shall remain binding upon me/us and may be accepted any time before the expiry of that period.

I/we further agree that if I/we withdraw the tender within the validity period then the Earnest Money deposited by us shall be forfeited by the Board.

I/we understand that the Port Trust is not bound to accept the highest or any tender and may reject the same (the highest) or any other tender without assigning any reason thereof.

**NAME AND ADDRESS OF TENDERER:-**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE OF TENDERER:** \_\_\_\_\_

Date : \_\_\_\_\_ Day of \_\_\_\_\_ 2011

Witness : - \_\_\_\_\_

Witness : - \_\_\_\_\_



## **MORMUGAO PORT TRUST ENGINEERING (CIVIL) DEPARTMENT**

NAME OF WORK: **LICENSING OF 1052 M2 ON THE 1 ST FLOOR OF MPT HOSPITAL AT HEADLAND SADA.**

### **INSTRUCTIONS TO TENDERER**

#### **1. INSTRUCTIONS**

- A. General - The Tenderer is expected to inspect the proposed area of 1052m<sup>2</sup> MPT Hospital at Headland Sada before submission of bids. Interested parties may contact Asst.Estate Manager/Inspector on any working weekday between 09.30hrs to 12.30hrs and 14.30hrs to 16.00hrs. for inspection.**
- 1.1.1 Tenderers would be required to quote, in the financial proposal, the **License fee, per month** that would be paid to the Port Trust. **The entire Proposed area in the Premises would be awarded to the bidder quoting the highest License fee to be paid to the Port Trust.** A minimum Reserve Base price of Rs. 668.00 per m<sup>2</sup> per month or part thereof has been considered to arrive at the the minimum license fee of Rs.702736/- per month by the Port Trust. In addition to this license fee, the successful bidder will have to pay pension levy of 7% of License fee, Service tax as applicable from time to time. The license fee is subject to 5% escalation at the end of every year.
- 1.1.2 In the event the license is renewed at the end of 5 years, license fee **shall be revised along with other charges as applicable from time to time.**
- 1.1.3 Successful Tenderer will have to make upfront payment of 12 months license fee in advance, during the license agreement period.
- 1.1.4 successful bidder shall hand over vacant possession of the premises to the Port Trust after successful completion of license term if it is not renewed for further period.
- 1.1.5 successful bidder shall not assign, sublet or transfer or create any sub-license or any other sub-interest of whatsoever nature or part with possession of the license premises in any manner whatsoever to any third party or anyone else.

- 1.1.6 successful bidder shall have to submit its interior plan to the Chief Engineer in case of civil work and Chief Mechanical Engineer in case of Electrical/Mechanical work and on permission obtained from them works shall be executed as required for setting up medical services . The day-to-day repairs and maintenance shall be carried out by the Successful Bidder at their own cost whereas the structural repairs shall be carried out by the Port Trust. However, Successful Bidder shall not add/alter or carry out any changes of any nature whatsoever without prior written permission from the Port Trust.
- 1.1.7 The total expenses towards stamp Duty and registration Fee of license Agreement will be borne by successful Bidder.
- 1.1.8 The building has been considered for letting out on license on as is where is basis for Running Hospitals, Running Nursing Teaching Institutes, Paramedical Services, Such Hospital Related Activities etc. The nature of business activity that will be carried out in licenses premises shall be submitted to the port. No unlawful activities are permissible and if are found any, License agreement will be terminated, forfeiting security deposit. Besides action will be initiated as per the provision of the relevant Indian Penal code.
- 1.1.9 In case any clarifications are required, the XEN (Estate) Ph: 2594607/Asst. Estate Manager.-I (Ph:2594109) Mormugao Port Trust, can be contacted on any working day, with prior intimation.
- 1.1.10 Bidders shall, as part of their Proposal :
- a. Submit a written power of attorney authorising the signatory of the Proposal to commit the Bidder (as per format contained in the Tender Document – **Appendix 1**),
  - b. **Confirm that the Proposal shall remain valid for 120 days from the due date of submission.**
- 1.1.11 The successful Bidder will be required to enter into License Agreement with the Port Trust.

## **1.2 Language and Currency**

- 1.2.1 The Proposal and all related correspondence and documents shall be written in the English language. Supporting documents and printed literature furnished by the bidder with the Proposal may be in any other language provided that they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 1.2.2 The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

### **1.3 Validity of Proposal**

- 1.3.1 The Proposal shall indicate that it would remain valid for a period not less than One hundred twenty (120) days from the date of submission of the Proposal (Proposal Validity Period). The Port Trust reserves the right to reject any Proposal that does not meet this requirement.
- 1.3.2 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, the Port Trust may request that the bidders extend the period of validity for a specified additional period. A bidder may refuse the request without forfeiting its EMD. A bidder agreeing to the request will not be allowed to modify its Proposal.
- 1.4.1 Bidders would provide all the information as per this Tender. The Port Trust would evaluate only those Proposals that are received in the required format.
- 1.4.2 The Proposal and its copies shall be typed or written in indelible ink and each page shall be initialed by the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person (s) signing the Proposal.

#### **(1) The proposal shall include:**

- a) Power of attorney for signing the Proposal as per the format enclosed at **Appendix 1**.
- b) Audited copy of Balance sheet and Profit and loss account statement for the last consecutive three years along with copy of income tax return.
- c) EMD for an amount of Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of DD from Scheduled bank payable in Goa.
- d) Supporting documents, if any

#### **(2) Financial Proposal shall be in the prescribed format (Appendix-2)**

- 1.4.3 The tender is to be put into outer envelope and sealed and superscribed "Proposal for Licensing of 1052 m2 on 1<sup>st</sup> floor of MPT Hospital at Headland Sada."

- 1.4.4 The envelope shall be addressed to:

Chief Engineer,  
Engineering (Civil) Department,  
Administrative Office Building  
Mormugao Port Trust  
Headland, Sada,  
Goa 403 804  
Phone: 0832 2521160 ; Fax : 0832 2521165

- 1.4.5 If the envelope is not sealed and marked as instructed above, the Port Trust assumes no responsibility for the misplacement or premature opening of the Proposal submitted.

### **1.5 Proposal Due Date**

- 1.5.1 Proposals should be submitted before **15.00 hours IST on 08.09.2011**, at the address provided in Clause 1.4.4 in the manner and form as detailed in this Tender. Proposals submitted by either facsimile transmission or telex will not be accepted.
- 1.5.2 The Port Trust, in exceptional circumstances, and at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with Clause 1.3.

### **1.6 Late Proposals**

Any Proposal received by the Port Trust after **15.00 hours IST** on the Proposal Due Date will be returned unopened to the bidder.

### **1.7 Opening the Proposal**

- 1.7.1 The Port Trust will open the Proposal, in the presence of Bidders' designated representatives who choose to attend at **15.30 hours IST on 08.09.2011** in the office of the Chief Engineer. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 1.7.2 The Port Trust reserves the right to reject any Proposal which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Trust in respect of such Proposals.

### **1.8 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the short listed bidders shall not be disclosed to any person not officially concerned with the process. The Port Trust will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence. The Port Trust will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its release.

### **1.9 Clarifications**

To assist in the process of evaluation of Proposals, the Port Trust may, at its sole discretion, ask any Bidder for clarification on its Proposal. The

request for clarification and the response shall be in writing or by facsimile but no change in the substance of the Proposal would be permitted.

#### **1.10 Evaluation of Price proposal**

1.10.1 **The Bidder quoting the highest license fee per month for said area of 1052 m2 on the 1<sup>st</sup> floor of the building, to be offered to the Port Trust shall be declared as the successful Bidder.**

1.10.2 In the event that two or more Bidders quote the same figure, Port Trust shall invite fresh Price Proposals from only those bidders who have quoted the same highest License fee. However, while submitting fresh proposals, the bidders are not permitted to reduce the License fee from the figure quoted by them in the original bid.

#### **1.11 Award**

**The Port Trust will license the said building premises** to the bidder whose bid has been determined to be responsive to the bidding documents and who has been selected pursuant to Clause 1.10

#### **1.12 Port Trust's Right to Accept or Reject a Proposal**

1.12.1 The Port Trust reserves the right to accept or reject any or all of the Proposals and to annul the bidding process, at any time prior to award of license, without any liability or for such action.

1.12.2 The Port Trust reserves the right to reject any Proposal if: (a) at any time, a material misrepresentation is made or uncovered, or (b) the bidder does not respond promptly and thoroughly to requests for supplemental information if required for the evaluation of the Proposal

#### **1.13 Signing of License Agreement**

1.13.1 That the successful Bidder shall enter into license Agreement to be drafted by legal office of Mormugao Port Trust and all expenses incidental to the preparation, execution and completion of the same shall be borne by the successful Bidder.

1.13.2 Earnest Money Deposit (EMD) of all the unsuccessful bidder except the highest two bidders shall be refunded within a weeks time. EMD of the second highest bidder will be refunded after the acceptance of the successful bidder. Whereas EMD of the successful bidder will be refunded only after signing of the Agreement.

#### **1.14 Security Deposit**

1.14.1 The successful bidder shall pay security deposit amount equivalent to 12 months Licence fee by demand draft or in the form of Bank Guarantee from any Scheduled Bank and payable at Vasco at the time of acceptance

of the tender and the same shall be valid for entire leave and licence period.

- 1.14.2 Failure of the successful bidder to comply with the requirements of Clause 1.13 or 1.14 shall constitute sufficient grounds for the annulment of the award, and forfeiture of the EMD. The Port Trust may then award the work to the next highest tenderer.
- 1.14.3 Upon successful execution of the Agreement, the EMD will be returned to the successful bidder. The EMD shall remain in full force and effect until the performance Guarantee is provided.

### **1.15 Statutory Requirements**

- 1.15.1 The License in pursuance of the acceptance of the tender shall be granted to firm/ Company registered under the respective Act. In case not registered successful bidder shall register himself as per the provisions of respective Acts .
- 1.15.2 successful bidder shall comply with all statutory permissions as required under Central, State Governments, Municipal authorities, etc. required in connection of setting up of medical services.
- 1.15.3 A copy of such statutory permissions shall be submitted to the Port Trust prior to Execution of Agreement.

### **1.16 Termination of Leave and License Agreement**

- 1.16.1 In the event of requirement of the Mormugao Port Trust or any breach of the terms and conditions on the part of the successful Bidder the Mormugao Port Trust shall be at liberty to revoke the license at any time by giving one month notice. The decision of the Port Trust administration shall be final and binding on the successful Bidder.

### **1.17 General Clauses**

- 1.17.1 .The license term is of 5 Years from date of handing over of premises with a provision of renewable clause for a further period of 5 Years on receipt of 1 months prior request from the successful Bidder, at the discretion of Chairman MPT. However renewal of license shall be treated as a fresh license.

This shall not be deemed to be a long lease or any commitment for not taking action on account of any breach / requirement of the MPT at any time. Extension of the license period will be as per Land Policy guidelines.

- 1.17.2 The treatment facilities and medical equipments can be setup similar to the Port hospital.

- 1.17.3 Cases that require specialized medical treatment and not available with the port hospital may be referred to the successful bidder under referral hospitals empanelled by MPT.
- 1.17.4 The successful bidder shall at all times during the license period shall fully comply with all existing regulations and bye-laws including any statutory amendments and re-enactments of the State or Central Government and other local authorities regarding Labour Enactment, Minimum Wages and Factories Act, Workmen's Compensation Act, Provident Fund Regulations, Employees Provident Fund Act, 1952 and the Schemes made under said Act, Health and Sanitary Arrangements for Workmen, Insurance and other benefits and shall keep the Board indemnified in case any action is commenced for contravention by the successful bidder.
- 1.17.5 The professional fees & service charges shall not be governed by the Port.
- 1.17.6 The facility setup by the successful bidder shall not be taken over by the Port Trust, and the same premises shall be vacated by the successful bidder at the end of the license period with in the stipulated time.
- 1.17.7 The successful bidder shall make its own arrangement for electrical and water supply for their unit .
- 1.17.8 Residential accommodation shall be provided at Port staff quarters subject to availability as per rates decided by the port .
- 1.17.9 The Port does not wish to tie up with the successful bidder in Joint venture for setting up the facility.
- 1.17.10 The successful Bidder shall take all precautions to avoid any inconvenience to the public in the neighborhood and in the event of any claim made by any person; the successful Bidder shall indemnify and keep indemnified the Port in respect of such claims.
- 1.17.11 The successful bidder shall permit the Port or its representatives to inspect the premise at any reasonable time with prior notice to the successful Bidder or its representative.
- 1.17.12 The successful bidder shall ensure that license premises are really and Continuously used for the purpose mentioned in the bid and if the premises ceased to be used for the said purpose for a period of six months THE PREMISES shall revert to the PORT without any compensation whatsoever from the PORT

- 1.17.13 The successful bidder, if required, may carry any addition /alteration to the licensed premises as necessary for setting up medical services at their own cost with prior written approval of the port. However, while vacating the said premises, the successful bidder shall remove such additions/ alterations and bring it back to its original conditions.
- 1.17.14 The successful bidder shall make his own arrangements for water connection from the PWD Dept., Government of Goa. The water charges including meter rent will be paid by the successful Tender to the PWD Department, Government of Goa during the currency license period.
- 1.17.15 The successful bidder shall during the period of license pay all taxes rates, charges, cesses and/or any other charges levied by local authority in respect of the licensed premises.
- 1.17.16 The successful bidder shall remove and dispose off from time to time all refuse at their own expenses and keep at all times the licensed premises clean and in good repair and condition and to attend to and to properly carry out all sanitary arrangements and to strictly take anti-pollution measures or measures for safeguarding the environment of the said premises to the entire satisfaction of The Port. In the event of the successful bidder not complying with this condition, The Port shall be at the liberty to execute or do or cause to be executed or done any anti-pollution measure which in his opinion may not have been carried out or executed by the successful bidder and all the charges which The Port may incur by reason thereof shall be repaid forthwith on demand by the successful bidder and they shall not dispute in any way the correctness or reasonableness of the charges so incurred by The Port. In the event of the successful bidder failing to pay all moneys, cost and expenses payable by them under this Clause upon demand, The Port shall be entitled to recover the same by levy of distress as arrears of license fee or at his option be entitled to deduct from the Security Deposit or in such other manner as The Port may deemed fit.
- 1.17.17 The successful bidder shall make his own arrangements for electrical connection from the Electricity Dept., Government of Goa. The electricity consumption charges including meter rent will be paid by the successful bidder to the Electricity Department of the Government of Goa during the currency of license period.
- 1.17.18 The successful bidder shall be responsible for any loss or damage to or interference with the port properties, installation or materials around the licensed premises, However , the successful bidder, shall be responsible for any loss or damage, occasioned by or through or in consequence directly or indirectly or any of the following occurrences, namely :
- a) earthquake. Volcanic eruption or other convulsions of nature;
  - b) Typhoons, Hurricanes, Tornadoes, Cyclones or other major atmospheric disturbances;

- c) Any other occurrence beyond the control of the successful bidder.
- 1.17.19 The successful BIDDER shall undertake to remove his property from the Port Premises within seven days of the termination of the LICENSE agreement or Sooner withdrawal of the LICENSE and to leave the PORT property in the State in which it was prior to their occupation. Along with all the fixtures listed in the inventory list signed at the time of handing/taking over of the said **premises**. In case the bidder fails to do so, The PORT may at MPT's option enter upon the Premises without prejudice, to recover the arrears of compensation, if any and any damages for breach of the Agreement.
- 1.17.20 The BIDDER shall also make all arrangements to prevent air, water and soil pollution keeping the PORT premises in and around clean;
- 1.17.21 If at any time THE BIDDER fail, refuse or neglect to perform any stipulation herein contained and which on their part, ought to be performed or shall refuse or neglect to pay on demand any dues, arrears, THE PORT may in either of the cases aforesaid determine the LICENSE provided, however the power of determining the LICENSE herein contained shall not be exercised unless and until THE PORT has given to the BIDDER a notice in writing to make good the breach complained of and the BIDDER has failed to remedy the breach within a reasonable time but not less than 30 days after such notice;
- 1.17.22 THE PORT reserves the right to revise the license fee during the currency of this LICENSE and THE BIDDER shall pay such revised LICENSE FEE without any objection;
- 1.17.23 The successful BIDDER shall not encroach nor make or allow any projections beyond the boundaries of the Licensed premises. Any such unauthorized encroachment shall be deemed to be a breach of the License Conditions entailing termination of License without prejudice to the rights of the Port Trust and remedies to take action.
- 1.17.24 The successful BIDDER shall indemnify the Board of Trustees against all claims and damages arising out of the use and occupation of the license premises. Any damages to the Port Trust property will be made good by the successful BIDDER at their cost.
- 1.17.25 As regarding any dispute or question arising in regard to the license or anyway related thereto, the decision of the Board of the Trustees of The Port of Mormugao shall be final and binding in the successful BIDDER.



## MORMUGAO PORT TRUST

NAME OF WORK: **LICENSING OF 1052 M2 OF 1<sup>ST</sup> FLOOR OF MPT HOSPITAL AT HEADLAND SADA.**

### TECHNICAL DETAILS

#### 2.1 Area Statement:

- i. Total Floor Area = 1052m<sup>2</sup>
- ii. Total Appurtenant Area = 962.75 m<sup>2</sup>  
(including common passages/lobbies)

**2.2 DETAIL OF INVENTORY FOR CIVIL, ELECTRICAL, MECHANICAL** items will be furnished to the successful Bidder at the time of handing over the License premises after completion of required formalities.

#### 2.3 PAYMENT OF MAINTENANCE CHARGES

**2.3.1 Energy Charges:** The arrangement for electrical connection including separate meter and electrical panel will be required to be installed by the licensee and charges including meter rent will be paid by successful Tenderer to the Electricity Department, Govt. of Goa during the currency of the license period .

**2.3.2 Water Charges:** The arrangement for water connection including separate meter and extra installation will be required to be installed by the licensee and charges including meter rent will be paid by successful Tenderer to the PWD, Govt. of Goa during the currency of the license period.as applicable.

**2.3.3 Sewerage Charges:** The arrangement for sewage connection including any extra installation will be required to be installed by the licensee and charges will be paid by successful Tenderer to the PWD, Govt. of Goa during the currency of the license period after actual consumption of water as applicable.

**2.3.4 Property/ Municipal Tax/Other Cess:** The payment of property/ Municipal tax /other cess payable to the statutory/local authorities shall be made by successful BIDDER proportionately during the currency of the license

period.

2.3.5 The successful BIDDER shall maintain the building and premises within the plot area in clean, tidy and hygienic manner. All the open terraces shall be clean and same shall not be used as storage places. Successful BIDDER shall not violate any regulations for which he shall be solely responsible.



## **MORMUGAO PORT TRUST** **ENGINEERING (CIVIL) DEPARTMENT**

### **FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT**

In consideration of the Board of Trustees of Mormugao Port Trust (hereinafter called 'The Board') having agreed to exempt from \_\_\_\_\_ (hereinafter called 'The said Contractors') from the demand, under the terms and conditions of an agreement to be entered between the Board \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called 'The said Agreement') of Security Deposits for the due fulfilment by the said Agreement on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). We, \_\_\_\_\_ Bank \_\_\_\_\_ (Hereinafter referred to as 'The Bank') do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Board by reason of any breach by the said contractor(s) of the terms and conditions contained in the said agreement.

2. We, \_\_\_\_\_ Bank, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Board by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

3. We, \_\_\_\_\_ Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the

said agreement have been fully paid and its claim satisfied or discharged or till the Board certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or within three months from the expiry date, i.e., from \_\_\_\_\_, we shall be discharged from all the liability under this guarantee thereafter.

4. We, \_\_\_\_\_ Bank, further agree with the Board that the Board shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation of extension being granted to the said contractor(s) or for any forbearance act or omission on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. Notwithstanding anything stated above, our liability under the Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). The guarantee shall remain in force until \_\_\_\_\_. Unless a suit or action to enforce claim under the guarantee is filed against us within three months from that date, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

6. The Board authorised to enforce claim against the guarantee at the local branch of the Bank in Goa in case such an eventually of encashment arises.

7. We, \_\_\_\_\_ Bank lastly undertake to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2011.

FOR \_\_\_\_\_ BANK



## **APPENDIX 1**

### **FORMAT FOR POWER OF ATTORNEY**

Dated: \_\_\_\_\_

### **POWER OF ATTORNEY**

#### **To Whomsoever It May Concern**

Mr. \_\_\_\_\_ (Name of the Person(s)), domiciled at \_\_\_\_\_ (Address), acting as \_\_\_\_\_ (Designation and name of the firm), and whose signature is attested below, is hereby authorised on behalf of \_\_\_\_\_ (Name of the Applicant) to provide information and respond to enquiries etc. as may be required by the Port Trust or any governmental authority for the (*project title*) \_\_\_\_\_ and is hereby further authorised to sign and file relevant documents in respect of the above.

(Attested signature of Mr. \_\_\_\_\_)

For \_\_\_\_\_ (Name of the Applicant)

For \_\_\_\_\_ (Name of the Applicant)



**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

NAME OF WORK: **LICENSING OF 950 M2 ON THE 1<sup>ST</sup> FLOOR OF MPT HOSPITAL AT HEADLAND SADA.**

**APPENDIX - 2**

**FORMAT FOR FINANCIAL PROPOSAL**

Date:

**The Chief Engineer**  
**Engineering Civil Department**  
**MORMUGAO PORT TRUST**  
**Headland – Sada. GOA. 403 803**

Dear Sir,

Financial Proposal for “**Licensing of 1052 m2 on the 1<sup>st</sup> floor of MPT Hospital at Headland Sada**”.

We have examined the building premises and the information provided in the Proposal and offer license fee of Rs. \_\_\_\_\_ (in words rupees----) per month.

The rates quoted above are in accordance with requirements as set out in the Tender Document, the Tender documents as modified by all amendments issued. In addition we also agree to provide a Security Deposit in the form of Bank Guarantee of equivalent to 12 months license fee as specified in the License Agreement prior to the signing of the License Agreement. We also undertake to pay any increase in subsequent license fee as per the terms set out in the license agreement.

License fees have been arrived at independently without consultation communication, agreement or understanding (for the purpose of restricting competition) with any competitor.

We understand that the Port Trust is not bound to accept the highest License fee or any proposal or to give any reasons for the award, or for the rejection of any proposal.

We understand that we have to pay in addition to the License fee, 7% pension levy on License fee and Service Tax as applicable from time to time on License fee and pension levy. Further, in case License is renewed after 5 years, the same will be subject to revision of the License fee along with other charges as applicable as mentioned above.

I confirm that I have the authority of (Name of the Bidder) to submit proposals on its behalf.

**NAME AND ADDRESS OF TENDERER:-**

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**SIGNATURE OF TENDERER:** \_\_\_\_\_

Date : \_\_\_\_\_ Day of \_\_\_\_\_ 2011

Witness : - \_\_\_\_\_

Witness : - \_\_\_\_\_

(Seal and Signature of the authorised signatory of the bidder)

